

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.

SUITE 200  
WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

JUL 24 '97

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

July 24, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Amendment No. 2 to Lease Agreement, dated as of June 30, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement which was previously filed with the Board under Recordation Number 11991.

The names and addresses of the parties to the enclosed document are:

Lessor: Bank One, Illinois, NA  
(successor to First National Bank and Trust  
Company of Evanston)  
100 East Broad Street, 8<sup>th</sup> Floor  
Columbus, Ohio 43215

Lessee: Western Fuels Association, Inc.  
405 Urban Street  
Lakewood, CO 80228

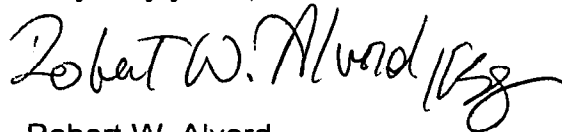
A description of the railroad equipment covered by the enclosed document is set forth in the Lease Agreement originally filed therein.

Mr. Vernon A. Williams  
July 24, 1997  
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, reading "Robert W. Alvord" followed by a stylized flourish.

Robert W. Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

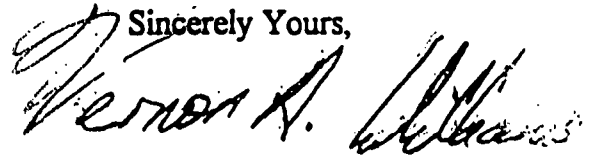
Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

DATE: 7/24/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301  
and 49 CFR 1177.3 (c), on 7/24/97 at 4:35PM, and  
assigned recordation number(s). 11991-D.

Sincerely Yours,

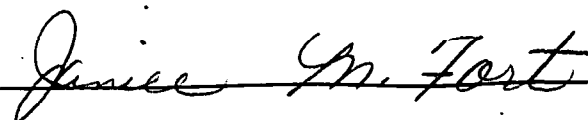


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 24.00 The amount indicated at the left has been received in payment of a fee in  
connection with a document filed on the date shown. This receipt is issued for the amount paid.  
In the event of an error or any questions concerning this fee, you will receive a notification after  
the Surface Transportation Board has an opportunity to examine your document.

Signature



JUL 24 '97

4-35 PM

AMENDMENT NO. 2 TO LEASE AGREEMENT entered into as of June, 30, 1997 between Bank One, Illinois, NA ("Lessor") as successor to First National Bank and Trust Company of Evanston and Western Fuels Association, Inc., ("Lessee") with reference to the following:

A. First National Bank and Trust Company of Evanston and Lessee entered into a Lease Agreement dated as of July 11, 1980 and an Amendment No. 1 to Lease Agreement dated as of February 11, 1982 (the "Lease"; all defined terms therein not otherwise defined herein being used with their meanings as defined therein);

B. Lessor is the successor to First National Bank and Trust Company of Evanston as lessor; and

C. Lessor and Lessee now desire to amend the Lease further as hereinafter set forth:

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 3 of the Lease is amended by changing "July 1, 1997" in the last line thereof to "September 1, 1997".
2. Section 4.2 of the Lease is amended by adding at the end thereof the following:  
  
"On each of August 1, 1997 and September 1, 1997 Lessee shall pay to Lessor as additional Periodic Rent the amount of \$50,201.13 for all Cars then subject to the Lease."
3. Section 23.2 of the Lease is deleted in its entirety.
4. The Stipulated Loss Value Table set forth in Schedule B to the Lease is amended by deleting the following where it appears:

"After Number 32: Fair Market Value as determined in Lease Section 23.1"

and replacing it with the following continuing the columns of the tables:

"August 1, 1997 payment	25.000
September 1, 1997 payment	25.000

After September 1, 1997: Fair Market Value as determined in Lease Section 23.1"

5. This Amendment No. 2 to Lease Agreement shall become effective only upon the termination of that certain Trust Indenture and Security Agreement dated as of July 11, 1980 between First National Bank and Trust Company of

Evanston, as Owner Trustee, and Continental Illinois National Bank and Trust Company of Chicago, as Loan Trustee, pursuant to Section 12.01(a) thereof, and if, after payment of all amounts to be paid by Lessee on or before July 1, 1997 there exists no Event of Default under the Lease.

6. Except as is herein specifically amended, all of the terms, covenants, and provisions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Lease Agreement as of the day and year written above.

Bank One, Illinois, NA,  
as Owner Trustee

By: 

Title: Authorized Signer

Western Fuels Association, Inc.

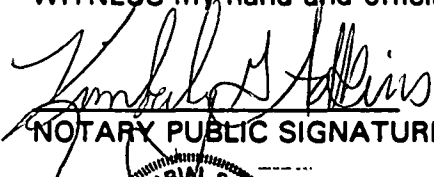
By: 

Title: Manager of Finance and Administration

STATE OF Ohio )  
COUNTY OF Franklin ) ss.

On this 9th day of July, 1997, before me personally appeared Victoria Parikh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 (NOTARIAL SEAL)  
NOTARY PUBLIC SIGNATURE



KIMBERLY G. ADKINS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 10, 2001

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On this 14 day of July, 1997, before me personally appeared Robert P. Norrgard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Suzanne G. Packard (NOTARIAL SEAL)  
NOTARY PUBLIC SIGNATURE